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1991

AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE

of the State of Michigan

AND

LANSING COMMUNITY COLLEGE

ADMINISTRATIVE ASSOCIATION/

MICHIGAN FEDERATION OF TEACHERS

*Lansing Community College*

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AGREEMENT

BETWEEN

BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE  
of the State of Michigan

and

LANSING COMMUNITY COLLEGE ADMINISTRATIVE ASSOCIATION/  
MICHIGAN FEDERATION OF TEACHERS  
at Lansing Community College

PART I

THIS AGREEMENT is entered into on the seventeenth day of February, 1992 by and between the BOARD OF TRUSTEES of LANSING COMMUNITY COLLEGE of the State of Michigan, hereinafter designated as the "BOARD" and the LANSING COMMUNITY COLLEGE ADMINISTRATIVE ASSOCIATION/MICHIGAN FEDERATION OF TEACHERS, hereinafter designated as the "ASSOCIATION."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for youths and adults of this College District is their mutual aim and that the character of such education depends greatly upon the quality and morale of the College Administration, and

WHEREAS, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, to negotiate with the Association as the representative of the bargaining unit personnel, with respect to rates of pay, wages, hours of employment and other conditions of employment, and

WHEREAS, the parties have reached certain understandings:

ARTICLE I. RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all regular full-time administrators employed in the Divisions of Student Personnel Services, Technology and Applied Science, Arts and Sciences, Business, and TeleCommunication and The Arts, as well as Business and Industry Institute and International Programs, with the position titles of: Department Chairperson, Program Director, Associate Program Director, Registrar, Coordinator, Staff Assistant to the Department Chairperson and/or Director, Office Manager, Manager, Director, Administrative Manager, Chief Flight Instructor and Chief of Airframe and Powerplant Instruction. EXCLUDED are: Deans and/or Directors who are members of the President's Cabinet, Administrative Assistants or Assistants to the Deans and/or Directors who are members of the President's Cabinet, Program Director of Transportation Training, Program Director of Aviation Programs, all administrative personnel within the College Services Division, and administrative personnel assigned to Central Administration and all others.
- B. Titles of current bargaining unit members will not be changed solely for the purpose of excluding them from the bargaining unit.
- C. All members of the bargaining unit shall hereinafter be referred to as "members".

ARTICLE II. DUTIES OF ASSOCIATION OFFICIALS

Contract negotiations and grievance hearings conducted with staff member(s) designated by the Board of Trustees during regular working hours shall be considered as time worked for the purpose of this Agreement. Members engaged in these activities will not suffer loss of salary, provided prior agreement is reached regarding these meetings.

ARTICLE III. ASSOCIATION RIGHTS

Except as expressly limited by the terms of this Agreement, the Association, on behalf of the members of the College, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by Act 379 of the Public Acts of 1965 as amended and the Constitution of the State of Michigan and/or the United States, or other laws of Michigan.

ARTICLE IV. BOARD RIGHTS\*

- A. The Association recognizes the Board's right to manage its affair and direct its work force and, within the existing framework of the statutes of the State of Michigan and the Bylaws of the Lansing Community College Board of Trustees, to maintain the College efficiently, consistent with fair labor standards. Further, the Board has all the rights, powers, functions and authority of management. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Board. Among the rights and responsibilities belonging to the Board are the rights to decide the number and location of its facilities, and work to be performed, amount of supervision necessary and schedule of work.
- B. It is further recognized that the responsibility for the administration of the College, including the selection and direction of the working forces, the right to hire, suspend or discharge, assign, promote or transfer, to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Board.
- C. The Board reserves the right to promulgate reasonable rules and regulations in order to maintain order and discipline, provided the same are not inconsistent with the provisions of this Agreement.
- D. The Board shall have all other rights and prerogatives subject only to the express restrictions on such rights, if any, as are provided in this Agreement.

\*The rights of the Board as contained within this Section may be delegated to a properly designated representative.

ARTICLE V. PRIVILEGES AND RESPONSIBILITIES

A. Use of College Facilities

Rooms at the College may be used by the Association for meetings, at no cost to the Association, provided that:

1. Approval is secured from the appropriate College official in advance of the meeting.
2. Meetings are scheduled within the regular shift hours of the custodial staff.
3. The Association shall have a minimum of one hour set aside during the Faculty/Administration Days prior to the beginning of Fall Term/Semester.

B. Use of College Equipment

The Association is authorized to use College equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment, subject to availability and prior approval. The Association shall pay for the reasonable cost of all materials and labor, including the cost of all consumable supplies, incident to such use. Reasonable cost shall be determined by the Vice President for Business and Finance of the College.

C. Association Notices

The Association shall have the right to post notices of its official activities and matters of Association concern only on departmental bulletin boards, at least one of which shall be provided in each department or central location in each major College building. All such notices must carry a signature of the Association president, or his/her designated representative, authorizing the posting of the notices and the simultaneous delivery of a copy to the President of the College.

D. College Financial Information

The Board shall make available to the Association upon its written request, and within a reasonable time thereafter, such statistics and financial information related to Lansing Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that the Board is not required to compile information and statistics in the form requested, if not already compiled in that form, unless mutually agreeable.

E. Evaluations

1. Evaluations shall be a continuous process and shall include as a minimum an annual written evaluation of each member by his/her immediate supervisor. This evaluation will be completed and reviewed with the employee by May 30 and delivered to the Personnel Department no later than the close of business on the second Friday of June during the current year.
2. Each member shall have the opportunity to read and discuss his/her evaluation with his/her supervisor prior to the inclusion of the employee's evaluation in his/her personnel file.
3. All evaluations of members by their supervisors will be signed by the evaluator and the person being evaluated will be asked to sign the written evaluation acknowledging that he/she has seen it. It is understood that the signature of the person being evaluated does not necessarily imply agreement with the content of the evaluation. Further, each member will have the right to submit an attached rebuttal to his/her (filed) evaluation.
4. The evaluative rating awarded to the employee will not be subject to the due process procedure.

F. Board Agenda

The Association shall be entitled to appear on the Board agenda, provided a written notification, outlining the business to be discussed, is submitted to the President's Office eleven (11) days or more before a regularly scheduled Board meeting.

G. New Members

The Board will furnish the Association with the name, position title and department of all new bargaining unit members, including probationary, terminal and reclassified personnel, as they are appointed and approved by the Board.



ARTICLE VI. CONDITIONS OF EMPLOYMENT

A. Renewal of Contract

Administrative contracts may be renewed on an annual basis. The decision regarding nonrenewal of an administrative contract (for reasons other than reductions in staff and discharge for cause) rests with the Board of Trustees and this decision will be conveyed to the employee in writing not less than six months prior to the employment contract termination date.

B. Terminal Contract

1. The purpose of a terminal contract is to fill positions which are known to be temporary at the time of employment or are funded by an external source in the form of limited or conditional grants. The Association will be informed when a terminal contract is offered and the reason therefor.
2. A terminal contract shall be issued for a period of time not to exceed one year and shall expire on the date indicated. A terminal contract may be renewed if the original conditions for the contract shall prevail.
3. In the event a terminal contract is not renewed but the administrative member is rehired, he/she shall continue as a probationary administrative member for the normal probationary period less the time spent on the terminal contract.

C. Probationary Period

All new employees shall serve a probationary period of two (2) years during which time they will be termed "probationary employees." The decision regarding nonrenewal of a probationary contract will be conveyed in writing to the employee no later than four (4) months prior to the employment contract termination date.

A third probationary year may be required at the discretion of the Divisional Dean/Director based on the employee's performance evaluation. If a third probationary year is required, the affected employee will be notified in writing no later than four (4) months prior to the termination date of his/her second probationary year.

A decision regarding the nonrenewal of a probationary contract will not be subject to the due process procedure contained within this Agreement.

D. Termination by the Member

A member may terminate his/her employment by giving written notification to the President of the College no later than four (4) months prior to the employment contract termination date.

E. Job Descriptions

Job descriptions will be established for all L.C.C.A.A./M.F.T. administrative positions. Each job description shall include:

1. The administrative title.
2. The duties and responsibilities of the position.
3. The title of the immediate supervisor's position.

A copy of each job description will be filed with the L.C.C.A.A./M.F.T. President as soon as possible following the ratification of this contract.

F. Administrative Transfer

The following procedure provides for the transfer of administrative personnel to other functions without reduction of quality of service to the Institution, while providing adequate opportunity for the College to seek qualified replacements.

1. A member may transfer to a teaching, library or counseling position at this Institution provided that his/her field of academic preparation and/or qualifications are consistent with the offered curriculum or programs and divisional standards for faculty employment.
2. In order to maintain a quality level of instruction, a member desiring such an option will be required to demonstrate proficiency by teaching, counseling or other service while carrying out his/her administrative functions.
3. The member who has not had at least three years' previous teaching, library or counseling experience at Lansing Community College or other institutions will be required to maintain three successive years of satisfactory evaluations as a full-time teacher, counselor or librarian after entering full-time faculty status, in order to be considered for a continuing contract with the Institution.
4. A member may apply for a transfer to another administrative position, when such a position is available, if he/she can demonstrate qualifications necessary to meet the requirements of the position.

5. Compensation for the new position will be determined by existing methods, except that the entire procedure must be reviewed and approved by the President.
6. A panel consisting of the Director of Personnel, the Departmental Chairperson, and the Divisional Dean will be established for the purpose of reevaluating or determining faculty academic rank for administrative personnel who request a transfer to faculty status. This panel will meet to recommend rank subsequent to the request for transfer having been submitted. The individual requesting the transfer will be considered as a new hire for faculty rank determination purposes. The criteria for awarding rank will be determined by the review panel, who will consider items such as educational achievements and related experience, including administrative assignments while employed at the College. The rank recommendations may be equal to or greater than the current academic rank held by the member requesting the transfer. All rank recommendations will be forwarded to the President for review and his/her recommendations to the Board of Trustees for action.
7. Nothing in this policy shall be interpreted to preclude the possibility of dismissal for cause of members or the nonrenewal of their contracts. In such cases, the individual shall be afforded the right to due process.

G. Administrative Vacancies

1. In the event that the Board creates a new administrative position or a vacant administrative position is to be filled, the Director of Personnel will provide the President of the Association with a copy of the job posting at the time of advertisement.
2. Application for another position, whether within the College or elsewhere, is recognized as a professional right and shall not affect adversely a member's status in his/her present position.
3. In filling vacancies within a department, the department chairperson or the immediate supervisor, upon the advice of members of the department, will recommend, via established channels, candidates for ultimate appointment by the Board of Trustees. Should the recommended candidates be rejected within the established channels, the department members and the chairperson or the immediate supervisor are entitled to again submit recommendations.
4. The ultimate authority regarding the filling of all vacancies is retained by the Board.

#### H. Due Process

1. Members are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement. The Association recognizes that deficiencies in professional performances or other violations of expected conduct reflect adversely on the profession and create undesirable conditions.
2. Administrative personnel will not be reprimanded, disciplined or discharged without just cause.
3. Prior to invoking formal disciplinary action, an investigation of the events surrounding a complaint will be conducted. During this investigation, both parties will attempt to resolve the matter informally. Following this investigation and if the matter has not been resolved, a hearing will be held to determine if disciplinary action will be taken. The member is entitled to have internal Association representation at this hearing if he/she desires. If it is decided that disciplinary action will be invoked following this hearing, the member will be notified in writing of the extent of the disciplinary action and the specific reasons for taking such action.
4. The College supports the concept of progressive discipline and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. This concept of progressive discipline will be adhered to and may include the progression of warnings (written or verbal), reprimands or disciplinary time off prior to discharge when the misconduct is not so aggravated, in the opinion of the College, as to call for immediate disciplinary time off or discharge.
5. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the affected employee.
6. Written rebuttals may be submitted by the affected employee regarding the pending charges and will become part of the record.
7. Notwithstanding other provisions contained within this Agreement, protests of disciplinary action or discharge must be filed in writing within five (5) working days after the action was taken. Failure to abide by these time limits shall be construed as a waiver of the employee's right and the matter will be considered closed. Grievances protesting disciplinary action shall be initiated at Level One.

## I. Reductions in Staff

1. The Association recognizes the exclusive right of the Board of Trustees to determine monetary savings to be achieved by reduction in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made. The nonrenewal of an administrative employee on a probationary contract or a terminal contract will not be considered a reduction in staff and, therefore, the provisions of this Section will not be applicable.
2. During a period of impending layoff, an effort will be made to accomplish staff reduction through natural attrition (such as resignation or retirement) and consideration will also be given to requests for voluntary leaves of absence without pay.
3. Prior to any reduction in staff within L.C.C.A.A./M.F.T., due to insufficient funds or decreased enrollment, the L.C.C.A.A./M.F.T. will be provided an opportunity to present to the President and the Board, the L.C.C.A.A./M.F.T. recommendations regarding such reductions for the consideration of the Board prior to final Board decision.
4. Criteria to be considered prior to a staff reduction may include, but will not be limited to:
  - Institutional needs and program priorities
  - Budgetary restrictions
  - Enrollment trends
  - Length of service at Lansing Community College
  - Individual qualifications/evaluations
  - Affirmative action
  - Interdisciplinary adaptability
5. Those members affected shall be notified as soon as possible prior to the effective date of the layoff that their positions are to be eliminated but in no event less than ninety (90) calendar days for those members with five (5) or more years of service and in no event less than forty-five (45) calendar days for members with less than five (5) years of service. Salary and benefits will continue throughout the notification period if the layoff begins before the period is satisfied. They will be informed of other vacancies for which they may qualify and will be given an opportunity to interview for such vacancies. The Consolidated Omnibus Benefit Reconciliation Act (COBRA) currently entitles employees who are laid off to be offered continuation of health care and other fringe benefit coverage under conditions specified by law.

ARTICLE VII. ADMINISTRATIVE BENEFITS

A. Holidays

1. The following shall be considered as paid holidays for the purposes of this Agreement:
  - a. New Year's Day
  - b. Memorial Day
  - c. Independence Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. The Day Following Thanksgiving Day
  - g. Christmas Day
  - h. Two (2) additional holidays, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.
2. To be eligible for holiday pay, an employee must have worked in full the regularly scheduled work day prior to and the regularly scheduled work day subsequent to the holiday. For purposes of this subsection, an employee on an approved, paid leave of absence will be considered as having met the requirement of working the scheduled work day prior to and subsequent to the holiday.
3. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.

B. Paid Vacations

1. Administrative contracts will be issued on a fiscal year basis for fifty-two (52) weeks, including twenty-five (25) days of paid vacation. Vacation day allowances for employment periods of less than one (1) full fiscal year will be prorated on the basis of the time actually worked.
2. All requests for vacation must be made in writing on a Vacation Request Form to the immediate supervisor. Said request must be made as far in advance as possible. A copy of the Vacation Request Form shall be sent to the Personnel Department as soon as it is approved by the supervisor. Unless notified to the contrary, the Personnel Department will assume that all vacation requested and approved has been taken.
3. A maximum of twenty-five (25) earned vacation days may be carried forward from one fiscal year to the next.



4. If an employee is laid off, terminated or retires, he/she shall be paid for any unused vacation days, including those earned in the current fiscal year. All payments for vacation days not used shall be based on the rate of pay earned at the time the vacation days were accrued.
5. Vacation credit for new employees shall accrue from the date of employment and shall be prorated from July 1 based on the date of hire. An employee beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month.

C. Leaves of Absence

1. Leaves of Absence With Pay

a. General Provisions

- (1) All requests for leaves of absence with pay shall be submitted initially to the employee's immediate supervisor and shall be subject to the approval of the employee's Divisional Dean and the Director of Personnel.
- (2) Employees shall not accrue or earn sick leave days or vacation days while on an approved leave of absence with pay. Insurance benefits shall continue for the duration of the leave.

Accrued but unused sick leave days and vacation days will be reinstated upon the employee's return to work.

b. Sick Leave

- (1) Twelve (12) sick leave days will be granted to each employee on July 1 of each year. Sick leave days are earned at the rate of one day per each month of employment and shall accumulate up to a maximum of 150 days. Employees who have accumulated 150 or more days as of June 30, 1985 shall not accumulate additional sick leave days until such time as their sick leave balance is reduced below 150 days. Thereafter they may again accumulate sick leave days until they reach the maximum accumulation of 150 days.
- (2) Employees who commence work with the College will be granted one (1) sick leave day for each remaining month from the date of employment through the following June 30. An employee beginning work on or before the 15th of any month will be credited with a sick day for that month. If work is begun on or after the 16th of the month, no credit will be given for that month.
- (3) Employees will be notified of the number of sick leave days accumulated on an annual basis.
- (4) Sick leave days will not be applied to an illness or injury resulting from the performance of services for the College which are covered by the provisions of the Worker's Compensation Act.
- (5) In cases where an employee frequently claims personal illness or when his/her ability to perform assigned duties appears to be impaired, the Board may require a medical or psychological statement certifying that the employee is capable of performing his/her assigned duties. When such a medical or psychological statement is required, the physician or psychologist will be selected and paid by the Board.
- (6) The maximum number of sick leave days that may be used at any one time is the number of days necessary to carry the employee through the ninety (90) calendar day qualification period for long term disability insurance.
- (7) Sick leave days shall be used only for the following purposes:
  - (a) the employee's illness, accident or hospitalization or;
  - (b) illness in the employee's immediate family (up to two days per year).

For immediate family purposes, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, grandmother and grandfather.



c. Jury Duty

An employee who is called to and reports for jury duty shall be paid by the College for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Board and does not work, an amount equal to the difference between (i) the employee's regular rate of pay, and (ii) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). The College's obligation to pay an employee for performance of jury duty is limited to a maximum of sixty (60) days in any calendar year. In order to receive payment for jury duty service, an employee must give his/her supervisor and the Personnel Department prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on days for which payment is claimed. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty or an employee with less than one year's service at Lansing Community College.

d. Bereavement and Critical Family Illness Leave

- (1) Bereavement. When a death occurs in the employee's immediate family, the employee, upon request, will be excused for a maximum of five (5) working days following the date of death.
- (2) Critical family illness. An employee, upon request, may be excused for a maximum of five (5) days if his/her presence is required in the event of critical illness occurring to a member of the immediate family.
- (3) Special circumstances may warrant deviation in granting bereavement/critical family illness leave as mentioned above. These deviations are subject to the approval of the Divisional Dean and the Director of Personnel prior to the commencement of the leave.
- (4) Immediate family. For purposes of this subsection, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent and grandchild.

e. Professional Development Leave

A member shall be eligible for a Professional Development Leave upon completion of six (6) years of continuous service at Lansing Community College. The purpose of such a leave is the enhancement of the member's personal competence through study, research, writing, or other professional pursuits.

- (1) Applications for Professional Development Leave shall be submitted to the Personnel Department on the "Professional Development Leave Application Form" at least ninety (90) days prior to commencement of the leave. A copy of the application form will be forwarded to the President.
- (2) An applicant for Professional Development Leave shall file with the application form an outlined program for the period requested for Professional Development Leave. This plan shall include details for either study in an accredited college or university or a problem or project in research to be pursued independently by the applicant, provided that such a problem or project is related to his/her professional position.
- (3) All applications for Professional Development Leave shall be reviewed by a committee consisting of the applicant's Divisional Dean, the Vice President for Academic and Student Affairs or his/her designee, the Director of Personnel, and the President of the L.C.C.A.A./M.F.T. or his/her designee. This committee will review the request and make a recommendation for or against granting the leave, citing the reasons. The committee's recommendation will be forwarded to the President for review and recommendation for or against granting the leave, citing the reasons. The President will forward his/her recommendation to the Board of Trustees for action. In determining who shall be recommended for Professional Development Leave, the committee and the President shall consider, among other factors, the following:
  - (a) The comparative merit of the application and the value of the leave to the College.
  - (b) Contributions of the applicant to the College.
  - (c) Enhancement of the applicant's competence through the stated purposes of the leave.
  - (d) Length of service of the applicant.

- (4) The Professional Development Leave shall be no longer than a period of one year. Compensation for the Professional Development Leave will be dependent upon the total extent of the leave, in accordance with the following schedule:

<u>Total Extent of Leave</u>	<u>Compensation</u>
0 through 4 months	Full salary
More than 4 months through 8 months	Two-thirds salary
More than 8 months through 12 months	One-half salary

Full year Professional Development Leaves will start July 1; less than full year Professional Development Leaves may start at any time after July 1, but must be completed by June 30.

- (5) A member who is granted a Professional Development Leave will sign an agreement to return to the College for a period of one year or to repay the College the full amount of any compensation received while on leave, including salary and cost of employee benefits.
- (6) A member who is granted a Professional Development Leave shall agree to file a detailed written report to be submitted to and discussed with his/her Divisional Dean upon return from the Professional Development Leave.
- (7) A member on Professional Development Leave shall continue to receive all employee benefits as though the employee were on his/her regular assignment except as provided below in paragraph number 8 and shall receive all improvements to compensation granted other members during his/her Professional Development Leave period.
- (8) A member on Professional Development Leave shall not accrue or earn sick leave days or vacation days while on a leave of absence.
- (9) No Professional Development Leave shall be granted for taking employment for pecuniary advantage elsewhere. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.
- (10) The number of members on Professional Development Leave shall be limited to two (2) at any one time and a maximum of three (3) per year. A member will not be entitled to more than one full year of Professional Development Leave (one-half annual salary) in any six year period.

## 2. Leaves of Absence Without Pay

### a. General Provisions

- (1) Except as specifically provided for in any of the following provisions, no payments of any kind will be made to or for an employee on any leave of absence without pay.
- (2) Except as specifically provided for in any of the following provisions, employees shall not accrue sick leave days nor vacation days while on leaves of absence without pay, nor shall they have insurance benefits continue for them for the duration of such leaves. Unless prohibited by the insurance carrier, the Board shall allow an employee on a leave of absence without pay to continue his/her insurance benefits through the Board's insurance plans, provided the employee is responsible for all premium payments.
- (3) All requests for leaves of absence without pay shall be made in writing and shall be submitted initially to the employee's immediate supervisor. They shall be subject to the approval of the employee's Divisional Dean, the Director of Personnel, and the President of the College.
- (4) Employees wishing to return to work prior to the termination of their leave must first secure the approval of their Divisional Dean, the Director of Personnel, and the President of the College.
- (5) If an employee overstays a leave of absence without providing a reasonable explanation to his/her supervisor within three (3) working days of the termination of the leave, he/she shall be terminated from employment.
- (6) For each year of this Agreement: 1991-92, 1992-93, 1993-94 and 1994-95, the days between Christmas Day and New Year's Day will be considered as unpaid leave days.

### b. Sick Leave - Extended

If an employee is ill and does not have sufficient sick day credits to cover an absence from normal job functions due to illness, he/she may apply in writing for an unpaid leave of absence for up to thirty (30) calendar days, renewable for good cause shown by the employee but not renewable for longer than one year from the date that the paid leave is exhausted. The Board reserves the right before granting or renewing a leave of absence for illness to require authentication in writing from a physician of such illness.

c. Military Leave

- (1) Extended Military Leave. An employee who enlists in or is conscripted into the United States Military Service may be granted a leave of absence without pay in conformance with conditions established by state and federal law.
- (2) Annual Training Leave. Upon prior written request, an employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training period may be granted a leave of absence without pay for the duration of the training period.
- (3) Emergency Duty Leave. An employee who is a member of the National Guard or organized Reserves of a United State Military Service and who is ordered to emergency duty or other government declared disaster because of riot, flood, or other disaster may be granted a leave of absence for the duration of that emergency duty.

d. Child Bearing or Adoption Leave

- (1) An unpaid leave for child bearing or adoption purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made in writing to the Director of Personnel at least ninety (90) days prior to the expected birth or adoption of the child.
- (2) An employee returning from a leave of absence granted for a period of no longer than ninety (90) calendar days shall be returned to his/her former position.

e. Professional Leave of Absence

An unpaid leave of absence of up to one year may be granted to a member upon application for the purpose of advanced study, work experience in his/her field or in other areas. The Board may extend such leave beyond the one year limit if it so desires. Incremental credit will be allowed for leaves of absence of one year or less in duration. Requests for such leave shall be made no later than ninety (90) days prior to the commencing day of the leave.

f. Political Leave

An unpaid leave shall be granted for the period of campaigning for political office or for actual service in a full-time political office. Forty-five (45) days advance notice must be given prior to the expected date the requested leave will commence. No incremental credits will be allowed. No leave time will be deducted.

D. Full-time Administrative Benefits

The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulations of the carrier. Benefits for new employees will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular full-time basis. Benefits for employees who voluntarily terminate their employment will cease following their last day of employment.

Hospitalization

Blue Cross/Blue Shield full family coverage with the following riders: Semi-private room, comprehensive hospitalization, D45NM, individual case management, FAE/RC, VST, PD5.00 (\$5.00 co-pay), Master Med VI, MVF-2, XF, PPN.V1, COB3, OPC, CC, FC/DC, SD, ML, Master Medical Certification and National Reciprocity Program.

Health Central (H.C.) or Physicians Health Plan (P.H.P.)

Full-time members may elect Health Central (H.C.) or Physicians Health Plan (P.H.P.) coverage for the 1991-92, 1992-93, 1993-94 and 1994-95 fiscal years. Whichever insurance plan the employee chooses shall remain in effect for the duration of the Agreement unless the College otherwise agrees to permit an individual to change coverage at other times. If a full-time member elects H.C. or P.H.P. coverage, the College will pay therefor a sum equal to the cost of Blue Cross/Blue Shield coverage for the appropriate category of single, individual and spouse, or full family, and the member will pay any additional cost. If the cost of Blue Cross/Blue Shield coverage is more than that of H.C. or P.H.P., the member receiving such different coverage will not be entitled to any cash rebate.

Effective April 1, 1992, bargaining unit members shall be responsible for the following contribution toward hospitalization premiums for single, two person or full family coverage:

<u>Annual Salary</u>	<u>Contribution</u>
\$39,000 or less	Contribute 1%
\$40,000 - 49,999	Contribute 2%
\$50,000 - 59,999	Contribute 3%
\$60,000 - 69,999	Contribute 4%
\$70,000 +	Contribute 5%



### Payment in Lieu of Hospitalization

All employees will be eligible to receive an \$80 monthly payment in lieu of receiving College sponsored hospitalization insurance. Acceptance of this concept will provide additional income for those employees who elect to opt out of hospitalization insurance coverage and also assist the College in containing the increasing costs of medical insurance.

Eligible employees may opt for this plan at any time during the year. Once elected, employees will only be permitted to opt back into the College sponsored hospitalization plan during the open enrollment period and in the event of changes in family status or other special circumstances.

Employees interested in participating in this concept should notify the Personnel Department to complete the necessary paperwork.

### Life Insurance

\$50,000 plus accidental death and dismemberment.

### Long Term Disability

66 2/3% monthly salary following ninety (90) consecutive calendar days up to \$3,800 monthly maximum.

Long term disability benefits will be coordinated with payments from federal social security, Michigan Public School Employees Retirement Fund and worker's compensation benefits.

Employees on long term disability insurance will continue to be eligible to receive the hospitalization insurance coverage providing the employee is responsible for making all direct payments for the insurance premium. For employment purposes, if the employee's disability continues for a period of twenty-four (24) months or more the employee will be considered an automatic termination from the payroll.

### Tax Sheltered Annuities

Employee contributions.

### College Travel

The rate of reimbursement for travel authorized by an approved travel request will be as follows:

- a. by car, the effective rate established by the Internal Revenue Service, not to exceed coach air rates over the most direct route or,
- b. by commercial carrier, the actual cost.

Travel Accident Insurance

Five (5) times the annual salary (minimum \$50,000 - maximum \$100,000).

Retirement

Michigan Public School Employees Retirement System.

Instructional Opportunities

Members have the opportunity to request to teach.

Dental

The College will provide at no cost to full-time members a dental insurance plan, with 85% co-pay for diagnostic and preventive services, 75% co-pay for restorative, endodontic, periodontic, and surgical services, and 50% co-pay for prosthodontic services. There will be no deductible and a maximum benefit of \$1,000 per person per year. The Board of Trustees reserves the right to name the dental insurance carrier. The Association will have the opportunity to review the dental plans under consideration by the College and may submit additional information regarding the selection of a new carrier.

Annual Physical Examination

The College will provide a maximum of fifty dollars (\$50.00) for each member for an annual physical examination. The request for payment from the attending physician must be presented to the Personnel Department for reimbursement.

Vision Care Program

The College will provide full-time bargaining unit employees with a vision care program equivalent to the vision care program in effect at the start of Fall Term, 1991, No. 809-0014, to be bid out competitively. The schedule of benefits is available in the Personnel Department. The Board of Trustees reserves the right to name the provider.



E. Parking

1. With the exception of quick card parking lots, the Board will strive to provide adequate parking at no cost for the surface lots. A reasonable fee, as determined by the College, will be charged for parking in the parking facility.
2. The Board may require parking cards, decals or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at Board expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.
3. A fee of \$5.00 will be charged for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
4. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
5. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all employees who have access to the facility, the College will notify the Association in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

F. Admission to Lansing Community College Courses

1. Members will be granted tuition scholarships for Lansing Community College courses they desire, so long as there is no conflict with their own assignments. It is recognized that enrollment may be limited by such factors as facilities and equipment limitations and current safety standards.
2. Dependents, as defined by the Federal Internal Revenue Service for income tax purposes, of members of Lansing Community College (including husband, wife or children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that enrollment may be limited by such factors as facilities and equipment limitations and current safety standards.

ARTICLE VIII. GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement.
2. An "aggrieved employee" is the employee or designated member of an aggrieved group who is directly affected and therefore will make the allegation. The Association is the aggrieved when Association rights have allegedly been violated. Association grievances will commence in writing at Level Two.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances arising under this Agreement. Both parties agree these proceedings shall be kept as informal and confidential as possible.
2. In the event that a member believes there is a basis for a grievance, he/she shall first discuss the matter informally with his/her immediate supervisor. All parties are urged to seek solutions at this stage and such solutions will not be considered as precedent setting for future incidents of a similar nature. Such solutions may be made without recourse to the grievance procedure, without the intervention of the Association unless the member requests representation. Solutions reached through such discussions must be consistent with the terms of this Agreement.

C. Procedure

As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. If appropriate action is not taken by the employee or the Association within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level. The time limits specified may be extended by mutual agreement. The grievant shall, at the request of the College or the Association, be present at all grievance meetings and hearings. Either party may, at all levels of the grievance procedure, have the right to internal representation. A supply of grievance forms shall be provided by the College and shall be on file with the Director of Personnel and the Lansing Community College Administrative Association/MFT President.

1. Level One (Grievances can be settled at Level One without setting a precedent for future cases.)
  - a. If, after informal discussion with the immediate supervisor, a grievance still exists, the employee shall discuss the complaint with his/her Divisional Dean within five (5) working days after the discussion or in no event more than ten (10) days following the event giving rise to the grievance in an attempt to resolve the matter informally. The Dean shall render an oral decision within five (5) working days of this discussion. If the aggrieved employee is not satisfied with the oral decision or if no decision has been rendered within five (5) working days, he/she shall formally file the grievance in writing after notifying the Association of his/her intent to do so. The written grievance must be submitted to the employee's Divisional Dean within ten (10) working days following the oral discussion with the Divisional Dean.
  - b. Three (3) copies of this written grievance shall be prepared by the employee and the employee shall send one (1) copy to each of the following: the Association, Director of Personnel and the employee's Divisional Dean.
  - c. Within five (5) working days of the filing date, the aggrieved employee or the Association representative will arrange to meet with the Divisional Dean or his/her designee to discuss the issues. The parties will meet within five (5) working days and a written answer shall be given within ten (10) working days after such meeting. Failure of the Dean to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the parties as in "b" above.

2. Level Two

- a. If the aggrieved is not satisfied with the Level One answer, or if no decision has been rendered in the time specified, a letter shall be sent within five (5) working days thereafter by the employee to the Director of Personnel, stating his/her desire to pursue the issue(s) at Level Two. At this level, the grievance or letter must be signed by both the aggrieved and the Association.
- b. Within five (5) working days of receipt of the grievance at Level Two, the aggrieved employee or the Association representative will arrange to meet with the Director of Personnel or his/her designee to discuss the issue(s). The parties will meet within five (5) working days and a written answer shall be given within ten (10) working days after the Level Two meeting. Copies of the answer shall be sent to the parties as in "C.1.b." above.
- c. Matters involving Association grievances will be discussed with the Director of Personnel within fifteen (15) working days from the event giving rise to the grievance with the objective of resolving the matter informally. If the matter is not resolved on an informal basis and the Association desires to pursue the matter further, it may then be reduced to writing. Written Association grievances initiated at this level shall be filed within fifteen (15) working days following the informal meeting with the Director of Personnel. The time limits for the scheduled hearing and the written response will be the same as those specified for employee grievances. Copies of the answer shall be sent to the parties as in "C.1.b." above.

3. Level Three

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered in the time allowed, a letter shall be sent within five (5) working days thereafter by the aggrieved to the President of the College and/or his/her designee, stating the desire to pursue the issue at Level Three. At this level, the grievance or letter must be signed by both the aggrieved and the Association.
- b. Within five (5) working days of receipt of such grievance, the aggrieved employee or the Association representative will arrange to meet with the President of the College or his/her designee to discuss the issue(s). The parties will meet within five (5) working days and a written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the parties as in "C.1.b." above.

4. Level Four

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered in the time allowed, a letter shall be sent within five (5) working days thereafter by the aggrieved employee or the Association representative to the Director of Personnel, stating the desire to pursue the matter at Level IV.
- b. Within five (5) working days of receipt of such letter, the Director of Personnel shall arrange to convene a Hearing Panel. The Hearing Panel shall consist of a Chairperson-- Freda Mills-Obrecht; one member to be appointed by the Association; and one member to be appointed by the Employer. The hearing shall be conducted by the Chairperson and shall be expedited in that it shall be completed in no more than one hearing day.

Before the hearing is adjourned, the Hearing Panel shall convene in a closed caucus, and the Chairperson shall solicit the recommendations of the Association representative and the Employer representative.

- c. After the hearing is completed, the Chairperson shall issue a written Recommended Resolution to the President of the College. The Chairperson's Recommended Resolution may adopt the recommendation of either the Association or the Employer representative, or may consist of her own independent conclusion.
- d. Upon receipt of the Recommended Resolution, the President, within thirty (30) calendar days, shall either: (1) implement the Recommended Resolution, or (2) issue written reasons why the Recommended Resolution is not acceptable. In the event the President implements the Recommended Resolution, it shall be final and binding upon all parties, including the Employer, the Association, and the grievant(s). In the event the President chooses not to implement the Recommended Resolution, and the Association chooses to file a breach of contract lawsuit in State court regarding the grievance, the Employer hereby agrees that it will not raise as a defense to the lawsuit that the Association and/or the grievant has failed to exhaust its collective bargaining agreement remedies.
- e. The Employer and the Association shall each submit a \$500.00 fee to the Michigan Employment Relations Commission for each hearing conducted by Freda Mills-Obrecht.

D. Grievance Hearing

The College will attempt to schedule grievance hearings so as to minimize conflict with the employee's regularly assigned duties. Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer any loss of salary.

ARTICLE IX. MAINTENANCE OF MEMBERSHIP

Any member who is a member of the Association thirty (30) days after the date of this Agreement, or who thereafter becomes a member of the Association shall, as a condition of employment, continue and remain as a member of the Association in good standing for the duration of this Agreement. Good standing shall be defined to mean the obligation to tender all periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Association. In the event that such a member shall not pay such amount directly to the Association, the Board may cause the termination of employment of such member. The parties expressly recognize that the failure of any member to comply with the provisions of the Article is just and reasonable cause for discharge from employment.

ARTICLE X. AGENCY SHOP

The College and the Association, jointly, will conduct voting by members of the bargaining unit to determine whether or not an agency shop will be in effect. If the agency shop is voted in by the majority of the bargaining unit members who cast ballots, Article IX. above will not be in effect, but the rest of this Article (Article X.) will apply. If the majority of those who cast ballots vote against agency shop, Article IX. above will be in effect and the following paragraph in this Article (Article X.) will not apply.

Any member of the bargaining unit who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, join the Association and pay the dues uniformly required of its members, pay a service fee to the Association that is at most equal to the dues, or pay the equivalent of the service fee to the L.C.C. Foundation. The said service fee is herewith deemed to be the sum required to insure that non-members pay their fair share of the financial support of the Association and the costs of providing services.



ARTICLE XI. ASSOCIATION CHECK-OFF

A. Voluntary Check-Off

Any member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of professional dues in the Association in the amount established by the Association, or of the service fee or equivalent of the service fee, as provided in Article X. Agency Shop above. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct equal designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

B. Involuntary Check-Off

In the event a member does not pay the required Association dues, service fee or equivalent of the service fee, directly to the Association or through payroll deduction as in paragraph A of this Article, the Association President may authorize such payroll deduction for said member. The Association shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes under this provision. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

ARTICLE XII. COMPENSATION

A. Pay Grade Salary Ranges

1991-92 and 1992-93

The new minimum and maximum pay ranges for fiscal years 1991-92 and 1992-93 will be adjusted to equal 70% of the salary adjustment percentage as determined by the Resource Model for the respective years 1991-92 and 1992-93.

1993-94 and 1994-95

The new minimum and maximum pay ranges for fiscal years 1993-94 and 1994-95 will be adjusted by 3.5% (70% of 5%).

B. Resource Model - Salary Adjustments

1. 1991-92

The percent increase (to be calculated as soon as practicable using the 1991-92 state appropriation signed by the Governor) in the College's projected sum of resources for the 1991-92 fiscal year over the actual sum of resources for the 1990-91 fiscal year and further adjusted as follows:

- a. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1990-91 actual sum of resources over the 1989-90 actual sum of resources minus 8.04% (the percent increase of the College's 1990-91 projected sum of resources over the 1989-90 actual sum of resources).
- b. If the percentage sum in paragraph 1.a. above is less than 3.5%, it will be changed to 3.5%; if the percentage sum in paragraph 1.a. is more than 7.5%, it will be changed to 7.5%.

2. 1992-93

The percent increase (to be calculated as soon as practicable using the 1992-93 state appropriation signed by the Governor) in the College's projected sum of resources for the 1992-93 fiscal year over the actual sum of resources for the 1991-92 fiscal year, further adjusted as follows:

- a. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1991-92 actual sum of resources over the 1990-91 actual sum of resources minus the percent increase of the College's 1991-92 projected sum of resources over the 1990-91 actual sum of resources.
- b. If the percentage sum in paragraph 2.a. above is less than 3.5%, it will be changed to 3.5%; if the percentage sum in paragraph 2.a. is more than 7.5%, it will be changed to 7.5%.

3. 1993-94

The percent increase shall be 5% for the fiscal year 1993-94.

4. 1994-95

The percent increase shall be 5% for the fiscal year 1994-95.

See Appendix A for the definition of the College's resources.



C. Degree Recognition--Full-time Members

Full-time members who obtain a related academic degree after June 30, 1991 and subject to the approval of the immediate supervisor/chairperson, the Divisional Dean and the Director of Personnel, will have their annual salaries adjusted following the submission of an official transcript from a regionally accredited institution. Annual salaries will be adjusted in accordance with the following schedule:

<u>Degree Attained</u>	<u>Annual Salary Adjustment</u>
Bachelor's degree or equivalent (including a second Bachelor's)	Increase of \$200 per year
Master's degree or equivalent (including a second Master's)	Increase of \$300 per year
Doctorate degree or equivalent (including a second Doctorate)	Increase of \$400 per year

ARTICLE XIII. DECLARATION OF GOOD FAITH

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

- A1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties), any unlawful picketing or boycotts for any purpose whatsoever.
2. The member, Association or a representative acting in their behalf agree that they will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement or the educational policies of the College. The member, Association or a representative acting in their behalf further agree that they will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement or the educational policies of the College.
- B1. The member, Association or a representative acting in their behalf will not support the action of any Association member taken in violation of this Article.
2. Violation of this Article by an Association member or a group of Association members will constitute just cause for discharge and/or the imposition of discipline or penalties.
3. The Board will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association in the event of violation of this Article.

ARTICLE XIV. AGREEMENT SAVINGS

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

## PART II

### ARTICLE XV. BARGAINING UNIT - PART-TIME MEMBERS

Pursuant to the provisions of the Michigan Employment Relations Commission and the Representation Election conducted on April 20, 1982 with subsequent certification dated May 3, 1982, in MERC Case No. R77F-330, the following employees of Lansing Community College are now considered members of the parent bargaining unit in addition to those specified in the Master Agreement: "All regular part-time administrators being those who are ordinarily required to work a minimum of twenty (20) hours per week in that capacity at Lansing Community College. EXCLUDING all part-time administrative employees who occupy positions which have been in effect less than one year; all part-time administrative personnel who report directly to members of the President's Cabinet; all part-time administrative personnel assigned to the Transportation Training Center and the Aviation Program; all part-time administrative personnel assigned to the College Services Division; and all part-time administrative personnel assigned to Central Administration and all other employees."

### ARTICLE XVI. CONDITIONS OF EMPLOYMENT

#### A. Job Assignments

Decisions regarding a part-time member's assignments, including number of hours regularly assigned, will be made by the employee's immediate supervisor, following a discussion of such hours with the employee. All part-time employees will complete time sheets verifying the actual hours worked.

#### B. Job Descriptions

Part-time administrative job descriptions shall be established by the employee's immediate supervisor subject to the approval of the Divisional Dean. Each job description shall include:

1. The administrative title.
2. The duties and responsibilities of the position.
3. The title of the immediate supervisor's position.

A copy of each job description will be filed with the L.C.C.A.A./M.F.T. President as soon as possible following the ratification of this contract.

#### C. Application For Full-time Administrative Vacancies

The Personnel Department shall remain aware of the interests of the part-time members with regard to securing a full-time position. In the event a part-time administrative position is changed to a full-time position, the incumbent employee may apply for that full-time position, as well as any other full-time position that may become available.

D. Voluntary Termination

Part-time members who voluntarily terminate employment with the College will notify their immediate supervisor and the Personnel Department in writing as soon as possible and not later than twenty (20) calendar days prior to the termination date.

E. Involuntary Termination

In the event that the College elects to terminate the employment of a part-time member for any reason other than a reduction in staff or a discharge for cause, the College will provide written notice as soon as possible and not less than twenty (20) calendar days prior to the termination date.

F. Absence - Voluntary Resignation

An employee who is absent from work for three (3) consecutive scheduled work days without notifying his/her immediate supervisor will be considered to have voluntarily resigned his/her employment with the College.

G. Grievance Procedure

The provisions contained in Article VIII., "Grievance Procedure" Section A., B. and C. will apply to part-time members. Time spent in contract negotiations and/or the grievance procedure including grievance hearings will not be considered as time worked for part-time members.

#### H. Due Process

1. Reprimands, disciplinary layoffs and/or discharges of administrative personnel will not be issued in an arbitrary manner.
2. Part-time members are expected to comply with reasonable rules, regulations and policies as adopted by the College. Failure to comply with these rules, regulations and policies may result in disciplinary action up to and including discharge.
3. Performance evaluations resulting in less than satisfactory ratings for a part-time member will result in placing the part-time member on probationary status. The part-time member will be informed that failure to improve the unsatisfactory ratings, within a predetermined time period, will result in disciplinary action up to and including discharge from employment.
4. The College supports the concept of progressive discipline and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. This concept of progressive discipline will be adhered to and may include the progression of warnings (written or verbal), reprimands or disciplinary time off prior to discharge when the misconduct is not so aggravated, in the opinion of the College, as to call for immediate disciplinary time off or discharge.
5. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the affected employee.
6. When disciplinary action is intended, the affected employee shall have the right to request internal representation regarding the action being taken.
7. Written rebuttals may be submitted by the affected employee regarding the pending charges and will become part of the record.
8. Notwithstanding other provisions contained within this Agreement, protests of disciplinary action or discharge must be filed in writing within three (3) working days after the action was taken. Failure to abide by these time limits shall be construed as a waiver of the employee's right and the matter will be considered closed. Grievances protesting disciplinary action shall be initiated at Level One.

I. Checkout Procedure

At the time of termination, the final paychecks for a part-time member will not be issued until the part-time member has obtained clearance from his/her immediate supervisor and the Departments of Public Safety, Media, and Library Information Services.

J. Reduction In Staff

Paragraphs 1 through 4 of Article VI., Section I., "Reduction in Staff" will apply to part-time members. Paragraph 5 will not apply. Substitute paragraph 5 as follows:

Part-time members affected by reductions in staff shall be notified as soon as possible, but in no event less than 14 calendar days prior to the effective date of the layoff, that their positions are to be eliminated. They will be informed of other vacancies for which they may qualify and will be given an opportunity to interview for such vacancies.

K. Declaration of Good Faith

Part-time members shall be subject to and comply with the provisions of Article XIII., "Declaration of Good Faith" of the Master Agreement.

ARTICLE XVII. EMPLOYEE BENEFITS

A. Parking

The provisions of Article VII. of the Master Agreement, Section E., titled "Parking" will apply to part-time administrative employees.

B. College Travel and Instructional Opportunities

The provisions of Article VII. of the Master Agreement, Section D., titled "College Travel" and "Instructional Opportunities" will apply to part-time members.

C. Hospitalization

Part-time members, who are assigned and work an average of 20 or more hours per week for the preceding four (4) weeks prior to the open enrollment period, may participate in the College's administrative Physician's Health Plan or the Health Central hospitalization plans provided they pay the regular monthly premium for such coverage. Such premiums shall be paid through the payroll deduction process. If, following the enrollment period, the regularly assigned hours are reduced to less than 20 hours per week, the hospitalization coverage will continue up to the next enrollment period provided the employee remains on the active payroll and continues to pay the premium for such coverage. Reenrollment, following the reduction of hours below 20 per week, will be dependent upon the employee meeting the qualifications set forth above (4 weeks).

D. Holidays

1. For the purpose of this Agreement, part-time members shall be granted six (6) holidays per year:

Memorial Day, Independence Day, Labor Day, Christmas Eve Day, Christmas Day and New Year's Day.

2. To be eligible for holiday pay, an employee must be actively employed as a part-time member and would have otherwise been scheduled to work on that day of the week in which the holiday occurs.
3. Eligible employees under this provision shall be paid for the number of hours they would normally work not to exceed eight (8) hours at their regular part-time hourly rate.
4. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by the controlling statute.

E. Tax Sheltered Annuities (TSA)

Part-time members may contribute a portion of their earnings through the payroll deduction process to an approved TSA company. A list of approved companies is maintained by the Lansing Community College Business Office (483-1722).

F. Tuition Scholarships

Effective Winter Term 1983, part-time members will be granted Lansing Community College tuition scholarships during the term(s)/semester(s) in which they are employed (they must be employed and working as part-time members for the first week of the term/semester during which the classes are taken) so long as there is no conflict with their regular work assignment. Tuition scholarships shall be limited to two (2) courses or twelve (12) credit hours per term/semester, whichever is greater.



ARTICLE XVIII. COMPENSATION AND DEGREE RECOGNITION

A. Compensation

The hourly wage rate adjustment for part-time members for fiscal years 1991-92 and 1992-93 will be increased by the salary adjustment percentage determined by the Resource Model for the appropriate year (reference Article XII. "Compensation"). The hourly wage rate adjustment for part-time members for fiscal years 1993-94 and 1994-95 will be increased by 5% for each year.

B. Degree Recognition--Part-time Members

Part-time members who obtain a related academic degree after June 30, 1991 and subject to the approval of the immediate supervisor/chairperson, the Divisional Dean and the Director of Personnel, will have their hourly rates adjusted. Hourly rates of pay will be adjusted in accordance with the following schedule and will be effective following the date of submission and approval of an official transcript from a regionally accredited institution.

<u>Degree Attained</u>	<u>Hourly Rate Adjustment</u>
Bachelor's degree or equivalent (including a second Bachelor's)	Increase of \$.50/hour
Master's degree or equivalent (including a second Master's)	Increase of \$.75/hour
Doctorate degree or equivalent (including a second Doctorate)	Increase of \$1.00/hour

ARTICLE XIX. ASSOCIATION MEMBERSHIP - MAINTENANCE OF MEMBERSHIP

The provisions of Article IX., "Maintenance of Membership" will apply to part-time members.

ARTICLE XX. AGENCY SHOP

The College and the Association, jointly, will conduct voting by members of the bargaining unit to determine whether or not an agency shop will be in effect. If the agency shop is voted in by the majority of the bargaining unit members who cast ballots, Article XIX. above will not be in effect, but the rest of this Article (Article XX.) will apply. If the majority of those who cast ballots vote against agency shop, Article XIX. above will be in effect and the following paragraph in this Article (Article XX.) will not apply.

Any member of the bargaining unit who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date he/she commences employment shall, as a condition of employment, join the Association and pay the dues uniformly required of its members, pay a service fee to the Association that is at most equal to the dues, or pay the equivalent of the service fee to the L.C.C. Foundation. The said service fee is herewith deemed to be the sum required to insure that non-members pay their fair share of the financial support of the Association and the costs of providing services.

ARTICLE XXI. ASSOCIATION CHECK-OFF

A. Voluntary Check-Off

Any part-time member of the bargaining unit may sign and deliver to the College a written assignment authorizing deduction of professional dues in the Association in the amount established by the Association, or of the service fee or equivalent of the service fee as provided in Article XX. Agency Shop above. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the College shall deduct equal designated portions of such dues or fee at regular intervals, as agreed upon by the parties hereto, so that the annual dues or fee are fully paid no later than June 1 of the following year.

B. Involuntary Check-Off

In the event a part-time member does not pay the required Association dues, service fee or equivalent of the service fee, directly to the Association or through payroll deduction as in paragraph A of this Article, the Association President may authorize such payroll deduction for said part-time member. The Association shall save the College harmless from any and all damages, including attorney fees, it may suffer as a result of any action the Association or an employee takes under this provision. The parties agree that the Association has the right to provide and oversee the legal defense and strategy for such matters and that the College will cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

ARTICLE XXII. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991 and shall continue in effect until midnight, June 30, 1995. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations shall begin no later than sixty (60) days prior to the contract expiration date.

BOARD OF TRUSTEES

ASSOCIATION

By: /Shirley M. Rodgers  
Chairperson

By: /William F. Denardo  
President

By: /Melvin M. Villarreal  
Secretary

By: /Stephen A. McEnaney  
Vice President

## APPENDIX A

### RESOURCES

The College resources referred to in this Agreement for a given year consist of the following four items, each of which (except for state support which is measured by the current year and the preceding year), is determined by income-related factors measured during the preceding two fiscal years.

**Property Taxes** shall be determined by multiplying the tax base by 2.2 mills for each year of this Agreement. The tax base for each of the 1988-89, 1989-90, and 1990-91 years shall be the state equalized valuation for the preceding fiscal year reported by the Ingham County Equalization Department on current form number L-40281C.

**Tuition** consists of revenues determined by multiplying the calculated tuition factor by the total number of credit hours from the post-spring period and summer term through spring term. The tuition factor shall be calculated as follows for each year of this Agreement utilizing the State of Michigan's data base:

The preceding year's tuition factor plus the simple mean percent change in the resident in-district semester equivalent tuition rates of the other Michigan community colleges from information available from the State of Michigan in the first week in June.

**State Support** includes the state funds appropriated for unrestricted purposes, calculated on a fiscal year basis in accordance with the Manual For Uniform Financial Reporting for Michigan Community Colleges. (Thus the state support for a given year consists of one-fourth of the previous year's appropriation plus three-fourths of the current year's appropriation.)

**Interest Income** includes all interest income earned on the investment of unrestricted general funds less expenses incurred.

Expenses incurred are limited to charges billed to the College by the townships as a result of the levying of summer property taxes in the township portions of the College district for the first time in the summer of 1984. This summer levy will provide funds at an earlier date for investment purposes, thereby resulting in additional interest income which will be offset, in part, by charges billed to the College by the townships.

A copy of the details of implementing the Resource Model is available in the College's Personnel Department.

*Lansing Community College*



**ADMINISTRATIVE PROBATIONARY CONTRACT**

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
POSITION \_\_\_\_\_ SALARY \_\_\_\_\_

The Board of Trustees of Lansing Community College, a Michigan Community College District, Lansing, Michigan, hereby agrees to employ you, the above named person, the position and at the salary set forth above, in the Lansing Community College, Lansing, Michigan, for the period commencing \_\_\_\_\_ and terminating \_\_\_\_\_ in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

If you intend to accept this position, this document must be signed and filed at the Personnel Office of Lansing Community College in Lansing, Michigan within three weeks (21 days) from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned documents immediately to the Personnel Office, Lansing Community College.

BOARD OF TRUSTEES  
LANSING COMMUNITY COLLEGE

By \_\_\_\_\_  
Shirley M. Rodgers  
Chair. Board of Trustees

**ACCEPTANCE OF EMPLOYMENT**

I hereby accept employment in the above position at Lansing Community College, Lansing, Michigan, upon the terms and conditions set forth above.

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_

No. \_\_\_\_\_ Street

City \_\_\_\_\_ State

Date \_\_\_\_\_

Lansing Community College



ADMINISTRATIVE CONTRACT

NAME \_\_\_\_\_ DATE \_\_\_\_\_
POSITION \_\_\_\_\_ SALARY \_\_\_\_\_

The Board of Trustees of Lansing Community College, a Michigan Community College District, Lansing, Michigan, hereby agrees to employ you, the above named person, the position and at the salary set forth above, in the Lansing Community College, Lansing, Michigan, for a period commencing \_\_\_\_\_ and terminating \_\_\_\_\_ in accordance with the terms of this contract of employment.

You shall perform the duties of your position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

If you intend to accept this position, this document must be signed and filed at the Personnel Office of Lansing Community College in Lansing, Michigan within three weeks (21 days) from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned documents immediately to the Personnel Office, Lansing Community College.

BOARD OF TRUSTEES
LANSING COMMUNITY COLLEGE

By \_\_\_\_\_
Shirley M. Rodgers
Chair, Board of Trustees

ACCEPTANCE OF EMPLOYMENT

I hereby accept employment in the above position at Lansing Community College, Lansing, Michigan, upon the terms and conditions set forth above.

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_
No. Street
City State

Date \_\_\_\_\_

Lansing Community College



ADMINISTRATIVE TERMINAL CONTRACT

NAME \_\_\_\_\_ DATE \_\_\_\_\_

POSITION \_\_\_\_\_ SALARY \_\_\_\_\_

The Board of Trustees of Lansing Community College, a Michigan Community College District, Lansing, Michigan, hereby agrees to employ you, the above named person, the position and at the salary set forth above, in the Lansing Community College, Lansing, Michigan, for a period commencing \_\_\_\_\_ and terminating \_\_\_\_\_ in accordance with the terms of this contract of employment. Such appointment shall continue in full force and effect, for the above stated period only, as provided in and subject to the current Master Agreement between the Board of Trustees and the Administrative Association.

You shall perform the duties of your position in accordance with the existing policies, rules and regulations of the Board of Trustees of the Lansing Community College; and such policies, rules and regulations as are hereafter adopted by the Board of Trustees of Lansing Community College during the period of this contract.

If you intend to accept this position, this document must be signed and filed at the Personnel Office of Lansing Community College in Lansing, Michigan within three weeks (21 days) from the date hereof or this proposal is void. The duplicate copy of this document may be retained by you if you intend to accept this position. Otherwise, please return both unsigned documents immediately to the Personnel Office, Lansing Community College.

BOARD OF TRUSTEES
LANSING COMMUNITY COLLEGE

By \_\_\_\_\_
Shirley M. Rodgers
Chair, Board of Trustees

ACCEPTANCE OF EMPLOYMENT

I hereby accept employment in the above position at Lansing Community College, Lansing, Michigan, upon the terms and conditions set forth above.

SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_
No. Street

\_\_\_\_\_
City State

Date \_\_\_\_\_



LANSING COMMUNITY COLLEGE

PROFESSIONAL DEVELOPMENT LEAVE

APPLICATION FORM - FULL-TIME ADMINISTRATORS/LCCAA

Name \_\_\_\_\_ Department \_\_\_\_\_

Full-Time Employment Date \_\_\_\_\_ Title \_\_\_\_\_  
Month Year

Date of Previous Professional Development Leave \_\_\_\_\_  
Month Year  
to \_\_\_\_\_  
Month Year

Length of Requested Leave:

Brief Statement of Purpose of the Leave: (Attach a detailed plan of the anticipated leave as per Master Agreement, Article VII, C, 1, e.)

In accordance with the terms of the Master Agreement, the Professional Development Leave Committee must consider the following factors in determining who shall be recommended for leave:

1. The comparative merit of the application and the value of the leave to the College.
2. Contributions of the applicant to the College.
3. Enhancement of the applicant's competence through the stated purposes of the leave.
4. Length of service of the applicant to the College.

To assist the Committee and the President in evaluating your request, please attach a statement as to how your leave will meet each of the criteria mentioned above. Please respond separately to each item.

It is understood that a detailed written report will be submitted to the Divisional Dean or President, upon return from the Professional Development Leave.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date